

EXHIBIT P



STATE OF TENNESSEE
DEPARTMENT OF CORRECTION

**REQUEST FOR PROPOSALS
FOR
INMATE BEHAVIORAL HEALTH SERVICES**

**RFP # 32901-31202
Release 2**

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1. INTRODUCTION

The State of Tennessee, Department of Correction, hereinafter referred to as "the State" or "TDOC," issues this Request for Proposals (RFP) to define minimum contract requirements; solicit responses; detail response requirements; and, outline the State's process for evaluating responses and selecting a contractor to provide the needed goods or services.

Through this RFP, the State seeks to procure necessary goods or services at the most favorable, competitive prices and to give ALL qualified respondents, including those that are owned by minorities, women, service-disabled veterans, persons with disabilities and small business enterprises, an opportunity to do business with the state as contractors, subcontractors or suppliers.

1.1. Statement of Procurement Purpose

The State intends to secure a contract for Inmate Behavioral Health Services as described in RFP Attachment 6.6. Pro Forma Contract for State-managed prison facilities throughout the State of Tennessee. The location, population and population projections for State managed and privately managed facilities are listed in the RFP Attachment 6.6 Pro Forma Contract, Attachment Seven – Population Projections, Attachment Eight -TDOC STATEWIDE MAP and Appendix G November 2019 Bed Report.

The Inmate Behavioral Health Services to be provided include, but are not limited to, Psychiatric Services, Psychological Services, Substance Abuse Treatment Services, Case Management Services, Therapeutic Recreational Activity Services, and Pharmaceutical responsibilities. Licensed Physicians who are board certified or board eligible in psychiatry shall provide psychiatric services. Under protocols approved by the supervising Psychiatrist, Advance Practice Nurses ("APN"s) may provide the delivery of psychiatric services. The Contractor shall be responsible for all psychiatric medications prescribed by the Contractor's providers. The State shall reimburse the Contractor for fifty percent (50%) of the cost of all psychiatric medications, as further detailed in the Payment Methodology at Section C.3. of Attachment 6.6. The Contractor shall be responsible for collaborating with the State's Central Pharmacy Contractor. The Contractor shall assign a physician as the primary liaison between the Contractor and the Central Pharmacy Contractor as it pertains to delivering Services described in the contract.

The Tennessee Department of Correction ("TDOC") system consists of fifteen (15) correctional Institutions. Currently eleven (11) of these Institutions are managed by the State, and CoreCivic manages four (4) facilities. Inmate Behavioral Health Services provided in the CoreCivic managed facilities are beyond the scope of this RFP. In addition, the TDOC system includes the Tennessee Correctional Academy in Tullahoma, TN and the Central Office in Nashville, TN. Tennessee is one of few correctional jurisdictions to be fully accredited by the American Correctional Association ("ACA") for every component within its areas of responsibility. Although current Institution missions are listed in the RFP, the State may elect to re-mission either all or part of an Institution during the contract term as determined necessary by the State.

1.1.2. Anticipated expenditures for the current contract period, which ends on June 30, 2020, is \$64,832,460.40.

1.2. Scope of Service, Contract Period, & Required Terms and Conditions

The RFP Attachment 6.6., *Pro Forma* Contract details the State's requirements:

- Scope of Services and Deliverables (Section A);
- Contract Period (Section B);
- Payment Terms (Section C);
- Standard Terms and Conditions (Section D); and,
- Special Terms and Conditions (Section E).

The *pro forma* contract substantially represents the contract document that the successful Respondent must sign.

1.3. **Nondiscrimination**

No person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of a Contract pursuant to this RFP or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, creed, color, religion, sex, national origin, or any other classification protected by federal, Tennessee state constitutional, or statutory law. The Contractor pursuant to this RFP shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

1.4. **RFP Communications**

- 1.4.1. The State has assigned the following RFP identification number that must be referenced in all communications regarding this RFP:

RFP # 32901-31202

- 1.4.2. **Unauthorized contact about this RFP with employees or officials of the State of Tennessee except as detailed below may result in disqualification from consideration under this procurement process.**

- 1.4.2.1. Prospective Respondents must direct communications concerning this RFP to the following person designated as the Solicitation Coordinator:

Maggie Wilson
Department of General Services, Central Procurement Office
312 Rosa L Parks Ave, 3rd Floor
Nashville, TN 37243
Phone: (615) 741-1170
Email: Maggie.Wilson@tn.gov

- 1.4.2.2. Notwithstanding the foregoing, Prospective Respondents may alternatively contact:

- a. staff of the Governor's Office of Diversity Business Enterprise for assistance available to minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses as well as general, public information relating to this RFP (visit <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo-/governor-s-office-of-diversity-business-enterprise--godbe--/godbe-general-contacts.html> for contact information); and
- b. the following individual designated by the State to coordinate compliance with the nondiscrimination requirements of the State of Tennessee, Title VI of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, and associated federal regulations:

Helen Crowley
Department of General Services, Central Procurement Office
312 Rosa L Parks Ave, 3rd Floor
Phone: (615) 741-3836
Email: Helen.Crowley@tn.gov

- 1.4.3. Only the State's official, written responses and communications with Respondents are binding with regard to this RFP. Oral communications between a State official and one or more Respondents are unofficial and non-binding.

- 1.4.4. Potential Respondents must ensure that the State receives all written questions and comments, including questions and requests for clarification, no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.4.5. Respondents must assume the risk of the method of dispatching any communication or response to the State. The State assumes no responsibility for delays or delivery failures resulting from the Respondent's method of dispatch. Actual or digital "postmarking" of a communication or response to the State by a specified deadline is not a substitute for the State's actual receipt of a communication or response.
- 1.4.6. The State will convey all official responses and communications related to this RFP to the prospective Respondents from whom the State has received a Notice of Intent to Respond (refer to RFP Section 1.8).
- 1.4.7. The State reserves the right to determine, at its sole discretion, the method of conveying official, written responses and communications related to this RFP. Such written communications may be transmitted by mail, hand-delivery, facsimile, electronic mail, Internet posting, or any other means deemed reasonable by the State. For internet posting, please refer to the following website: <https://www.tn.gov/generalservices/procurement/central-procurement-office--cpo--supplier-information-request-for-proposals--rfp--opportunities.html>.
- 1.4.8. The State reserves the right to determine, at its sole discretion, the appropriateness and adequacy of responses to written comments, questions, and requests related to this RFP. The State's official, written responses will constitute an amendment of this RFP.
- 1.4.9. Any data or factual information provided by the State (in this RFP, an RFP amendment or any other communication relating to this RFP) is for informational purposes only. The State will make reasonable efforts to ensure the accuracy of such data or information, however it is the Respondent's obligation to independently verify any data or information provided by the State. The State expressly disclaims the accuracy or adequacy of any information or data that it provides to prospective Respondents.
- 1.5. **Assistance to Respondents With a Handicap or Disability**

Prospective Respondents with a handicap or disability may receive accommodation relating to the communication of this RFP and participating in the RFP process. Prospective Respondents may contact the Solicitation Coordinator to request such reasonable accommodation no later than the Disability Accommodation Request Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.6. **Respondent Required Review & Waiver of Objections**
 - 1.6.1. Each prospective Respondent must carefully review this RFP, including but not limited to, attachments, the RFP Attachment 6.6., *Pro Forma* Contract, and any amendments, for questions, comments, defects, objections, or any other matter requiring clarification or correction (collectively called "questions and comments").
 - 1.6.2. Any prospective Respondent having questions and comments concerning this RFP must provide them in writing to the State no later than the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
 - 1.6.3. Protests based on any objection to the RFP shall be considered waived and invalid if the objection has not been brought to the attention of the State, in writing, by the Written Questions & Comments Deadline detailed in the RFP Section 2, Schedule of Events.
- 1.7. **Pre-Response Conference**

A Pre-Response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. Pre-Response Conference attendance is not mandatory, and prospective Respondents may be limited to a maximum number of attendees depending upon overall attendance and space limitations.

The conference will be held at:

Central Procurement Office,
Tennessee Tower, 3rd Floor,
CPO Conference Room B
312 Rosa L. Parks Ave
Nashville, TN 37243

The purpose of the conference is to discuss the RFP scope of goods or services. The State will entertain questions, however prospective Respondents must understand that the State's oral response to any question at the Pre-Response Conference shall be unofficial and non-binding. Prospective Respondents must submit all questions, comments, or other concerns regarding the RFP in writing prior to the Written Questions & Comments Deadline date detailed in the RFP Section 2, Schedule of Events. The State will send the official response to these questions and comments to prospective Respondents from whom the State has received a Notice of Intent to respond as indicated in RFP Section 1.8 and on the date detailed in the RFP Section 2, Schedule of Events.

1.8. **Notice of Intent to Respond**

Before the Notice of Intent to Respond Deadline detailed in the RFP Section 2, Schedule of Events, prospective Respondents should submit to the Solicitation Coordinator a Notice of Intent to Respond (in the form of a simple e-mail or other written communication). Such notice should include the following information:

- the business or individual's name (as appropriate);
- a contact person's name and title; and
- the contact person's mailing address, telephone number, facsimile number, and e-mail address.

A Notice of Intent to Respond creates no obligation and is not a prerequisite for submitting a response, however, it is necessary to ensure receipt of any RFP amendments or other notices and communications relating to this RFP.

1.9. **Response Deadline**

A Respondent must ensure that the State receives a response no later than the Response Deadline time and date detailed in the RFP Section 2, Schedule of Events. The State will not accept late responses, and a Respondent's failure to submit a response before the deadline will result in disqualification of the response. It is the responsibility of the Respondent to ascertain any additional security requirements with respect to packaging and delivery to the State of Tennessee. Respondents should be mindful of any potential delays due to security screening procedures, weather, or other filing delays whether foreseeable or unforeseeable.

1.10. **Performance Bond**

The State shall require a Performance Bond upon approval of a contract pursuant to this RFP. The amount of the Performance Bond shall be a sum equal to one hundred percent (100%) of the contract's maximum liability and said amount shall not be reduced at any time during the period of the contract.

The successful Respondent must obtain the required Performance Bond in form and substance acceptable to the State (refer to RFP Attachment 6.6., Pro Forma Contract, Attachment Two, Performance Bond) and provide it to the State no later than the Performance Bond deadline detailed in the RFP Section 2, Schedule of Events.

After contract award, the successful Respondent must meet this Performance Bond requirement by providing the State either:

- a. a Performance Bond that covers the entire Contract period including all options to extend the Contract, or
- b. a Performance Bond for the first, twelve (12) calendar months of the Contract in the amount detailed above, and, thereafter, a new or re-issued Performance Bond in the amount detailed above covering each subsequent twelve (12) calendar month period of the Contract. (In which case, the Contractor must provide the new (or re-issued) Performance Bonds to the State no later than thirty (30) days preceding each subsequent period of the Contract to be covered by the new (or re-issued) bond.)

The successful Respondent must make all necessary arrangements for the Performance Bond prior to the Contract start date and prior to any subsequent Performance Bond deadlines in the case of an annual Performance Bond. The Respondent is responsible for securing the services of any fidelity or guaranty underwriter.

The Performance Bond requirement set forth above is a material condition for the award of a contract or any renewal or extension of any contract that is awarded. The Respondent's/Contractor's failure to provide to the State a Performance Bond as required by RFP Section 2, Schedule of Events, shall entitle the State to exercise any and all rights it has in law or in equity. During the term of the Contract, the Respondent's/Contractor's failure to periodically provide to the State a new or re-issued Performance Bond, no later than thirty (30) days preceding each period of the Contract to be covered by the new or re-issued Performance Bond, shall entitle the State to exercise any and all rights it has in law or in equity.